

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

AIKO DORR-DORYNEK

Plaintiff,

v.

NIAGARA CREDIT SOLUTIONS, INC.

Defendant.

Civil Action No. _____

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

COMPLAINT

I. INTRODUCTION

1. This is an action for damages brought by a consumer pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. §1692 (“FDCPA”).

2. The FDCPA prohibits debt collectors from engaging in unfair or unconscionable practices in the collection of a consumer debt.

3. Defendant is subject to strict liability for sending a collection letter that exposes personal identifying information visible through the envelope placed into the mails.

II. JURISDICTION

4. Subject matter jurisdiction of this Court arises under 15 U.S.C. §1692k, actionable through 28 U.S.C. §§1331 and 1337.

5. Venue is proper as defendant regularly does business in this district and has caused harm in this district.

III. PARTIES

6. Plaintiff, Aiko Dorr-Dorynek (“Plaintiff” or “Dorr-Dorynek”) is a natural person who resides at 315 New Street, Apt. 319, Philadelphia, PA 19106 and is a “consumer” as that term is defined by 15 U.S.C. §1692a(3).

7. Plaintiff allegedly incurred a financial obligation that was primarily for personal, family or household purposes, and is therefore a “debt” as that term is defined by 15 U.S.C. §1692a(5).

8. Defendant, Niagara Credit Solutions, Inc. (hereinafter “Defendant” or “Niagara”) is a national debt collection agency and has its headquarters at 420 Lawrence Bell Drive, Suite #2, Williamsville, New York 14221.

9. Defendant regularly engages in the collection of consumer debts using the mails and telephone.

10. Defendant regularly attempts to collect consumer debts alleged to be due another.

11. Defendant is a consumer debt collector as defined under 15 U.S.C. §1692(a)(6) of the FDCPA and sought to collect a consumer debt from Plaintiff.

IV. STATEMENT OF CLAIM

12. On or about October 16, 2014, Defendant Niagara mailed a collection notice to Plaintiff in an attempt to collect a consumer debt alleged due. A copy of the October 16, 2014, letter is attached hereto as Exhibit A (redacted in part per Fed. R. Civ. P. 5.2).

13. The alleged debt at issue arose out of transactions, which were primarily for personal, family, or household purposes and was thus a consumer debt.

14. The collection letter was mailed by Niagara to Plaintiff in a window envelope.

15. Visible through the glassine window of the envelope placed into the mails was a bar code which when read or scanned, reveals the account number that Defendant assigned to Plaintiff and her account.

16. The account number (ending in 2449) constitutes personal identifying information.

17. The bar code visible through the window could be easily scanned by anyone with a smartphone, as scanning applications are readily available to the public for free.

18. The FDCPA prohibits the use of unfair or unconscionable means to collect or attempt to collect a debt, including the use of any language or symbol other than the debt collector's name and address on any envelope when communicating with a consumer by mail. 15 U.S.C. Section 1692f(8).

19. The account number is a piece of information capable of identifying Dorr-Dorynek as a debtor, and its disclosure has the potential to cause harm to a consumer that the FDCPA was enacted to address.

20. The disclosure of an account number implicates privacy concerns under the FDCPA, 15 U.S.C. Section 1692(a).

21. The disclosure of Plaintiff's account number on the face of the envelope violated Section 1692(f)(8). See Douglass, et al. v. Convergent Outsourcing, 765 F.3d 299 (3rd Cir. 2014).

COUNT I
(FAIR DEBT COLLECTION PRACTICES ACT)

22. Plaintiff incorporates by reference paragraphs 1 through 21 of this Complaint as fully set forth herein.

23. Defendant's acts described above violated the Fair Debt Collection Practices Act by displaying personal identifying information on the envelope addressed to Plaintiff that Defendant placed into the mails. 15 U.S.C. §§ 1692f, 1692f(8).

24. As a direct and proximate result of Defendant's illegal collection efforts and communications, Plaintiff has suffered mental anguish, emotional distress, anger, anxiety, and frustration, fear, embarrassment and humiliation.

25. As a direct and proximate result of Defendant's illegal collection efforts, Plaintiff has suffered damages in the form of attorney's fees, costs and expenses.

WHEREFORE, Plaintiff, Aiko Dorr-Dorynek, prays that judgment be entered against Defendant Niagara Credit Solutions, Inc. for the following:

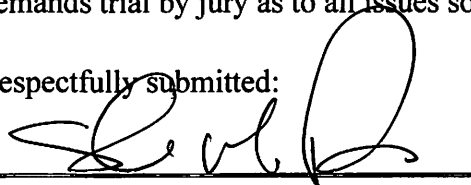
- (a) Actual Damages;
- (b) Statutory Damages;
- (c) Attorney's fees and costs; and
- (d) Such other and further relief that the Court deems just and proper.

V. JURY DEMAND

Pursuant to Fed.R.Civ.P. 38, Plaintiff demands trial by jury as to all issues so triable.

Date: 07/18/2015

Respectfully submitted:



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EXHIBIT A

655 Pullman Avenue
Rochester, NY 14615
RETURN SERVICE REQUESTED

TOLL FREE: 1-800-381-0416

472

LTR501
DORR-DORYNEK, AIKO
315 NEW ST APT 319
PHILADELPHIA, PA 19106-1135

VISA	MASTERCARD	AMEX
Expiration	Credit Card Number	CV Code
Amount Authorized	Signature	
Date	Total Amount Due	
10-16-14		
Account Number	Amount Enclosed	

PLEASE SUBMIT PAYMENT TO:
Niagara Credit Solutions, Inc.
420 Lawrence Bell Drive, Suite #2
Williamsville, New York 14221-7820

Niagara Account #	Reference Creditor	Total Amount Due
449	CREDIT ONE BANK, N.A.	
Date	Regarding Our Client and the Account Owner	Client Account #
10-16-14	LVNV FUNDING LLC	81663
Principal Balance	Interest Balance	Misc Balance

Welcome to Niagara Credit Solutions, Inc. We are here to help. Your account was placed with our collection agency on 10-13-14. In an effort to assist you, we would like to extend the following offers.

- Offer #1. Our client has authorized us to offer you a convenient minimum monthly payment plan of \$10.00 a month towards the balance. The first payment is due in our office on or before 11-30-14. If this amount does not meet your budget we may be able to lower the monthly payment amount or change the re-payment terms.
- Offer #2. Our client has authorized us to offer you a settlement in full on the above mentioned account by agreeing accept less than the full balance due to pay-off the account. Upon clearance of sufficient funds, this settlement will satisfy the debt in full saving you money. To accept this settlement offer, we must receive a one-time settlement payment of \$100.00 in our office no later than 11-30-14. Failure to meet the settlement terms as listed above may result in the settlement offer being revoked. We are not obligated to renew this offer.

If you have any questions or would like to take advantage of either of these offers, please feel free to contact our office at 1-800-381-0416 and a friendly customer service representative will help to explain your available options. For your convenience we accept check-by-phone, ACH, major credit cards, money-gram and bank-to-bank wire. Operators are standing by to help.

Credit card holders may pay by filling in the boxes above or you may remit a check or money order. Please return the tear off portion with your payment.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Federal law requires we notify you that this communication is from a professional debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Sincerely

Niagara Credit Solutions, Inc.
TOLL FREE: 1-800-381-0416

Hours of Operation: Monday – Thursday 8AM – 9PM Eastern, Friday 8AM – 5PM Eastern, Saturday 8AM – 12 Noon Eastern

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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